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Attorneys for Plaintiff
13 ROOTS READY MADE GARMENTS CO. W.L.L.

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 SAN FRANCISCO DIVISION

17 ROOTS READY MADE GARMENTS CO.
18 W.L.L.,

19 Plaintiff,

20 v.

21 THE GAP, INC., a/k/a, GAP, INC., GAP
INTERNATIONAL SALES, INC., BANANA
22 REPUBLIC, LLC, AND OLD NAVY, LLC

23 Defendants.
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Case No. C 07-03363 CRB

JOINT PROPOSED VERDICT FORMS

Date: September 26, 2008
Time: 2:30 p.m.
Dept: 8
Judge: Honorable Charles R. Breyer

Trial Date: October 6, 2008

1 Attached hereto are Plaintiff Roots Ready Made Garments Co., W.L.L. ("Roots"), and
2 Defendants Gap International Sales, Inc., The Gap, Inc., Banana Republic, LLC, and Old Navy,
3 LLC (collectively "Gap") proposed verdict forms. The parties have duly met and conferred but
4 have been unable to agree on a joint proposed verdict form. Accordingly, the parties have attached
5 the following:

- 6 1. **Attachment A** – Plaintiff's Proposed Special Verdict Forms
- 7 2. **Attachment B** – Defendants' Proposed Special Verdict Form
- 8 3. **Attachment C** – Defendants' Proposed Special Verdict Form for Punitive Damages.

9
10 Dated: September 19, 2008

KEKER & VAN NEST, LLP

11
12 By: /s/ Daralyn Durie

DARALYN DURIE
Attorneys for Defendants
GAP INTERNATIONAL SALES, INC.,
THE GAP, INC., BANANA REPUBLIC,
14 LLC, and OLD NAVY, LLC

15 Dated: September 19, 2008

COVINGTON & BURLING, LLP

16
17
18 By: /s/ Bradley Nash

BRADLEY NASH
Attorneys for Defendants
GAP INTERNATIONAL SALES, INC.,
THE GAP, INC., BANANA REPUBLIC,
21 LLC, and OLD NAVY, LLC

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EXHIBIT A

DRAFT

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(Additional Counsel on Signature Page)

Attorneys for Plaintiff
Roots Ready Made Garments Co. W.L.L.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

ROOTS READY MADE GARMENTS CO.
W.L.L.,

Plaintiff,

v.

THE GAP, INC., a/k/a, GAP, INC., GAP
INTERNATIONAL SALES, INC., BANANA
REPUBLIC, LLC, AND OLD NAVY, LLC,

Defendants.

Case No: C 07 3363 CRB

PLAINTIFF'S PROPOSED SPECIAL
VERDICT FORMS

Date: September 26, 2008

Time: 2:30 p.m.

Place: Courtroom 8, 19th Floor

Judge: Charles R. Breyer

Plaintiff Roots Ready Made Garments Co., W.L.L., ("Roots") hereby submits the
following Proposed Special Verdict Forms.

BAJI 16.50.2

False Promise

We, the jury in the above entitled action, find the following special verdict on the following questions submitted to us:

Question No. 1: Did the Defendants make a promise as to a material matter?

Answer "yes" or "no."

Answer: _____

If you answer Question No. 1 "no," sign and return this verdict. If you answer Question No. 1 "yes," then answer Question No. 2.

Question No. 2: At the time the Defendants made the promise, did the Defendants intend to perform it?

Answer "yes" or "no."

Answer: _____

If you answer Question No. 2 "yes," sign and return this verdict. If you answer Question No. 2 "no," then answer Question No. 3.

Question No. 3: Did the Defendants make the promise with an intent to defraud the Plaintiff?

Answer "yes" or "no."

Answer: _____

If you answer Question No. 3 "no," sign and return this verdict. If you answer Question No. 3 "yes," then answer Question No. 4.

Question No. 4: Was the Plaintiff at the time Plaintiff acted aware of the Defendants' intention not to perform the promise?

1 Answer "yes" or "no."

2 Answer: _____

3 If you answer Question No. 4 "yes," sign and return this verdict. If you answer Question
4 No. 4 "no," then answer Question No. 5.

5 Question No. 5: Did the Plaintiff act in reliance upon the promise?

6 Answer "yes" or "no."

7 Answer: _____

8 If you answer Question No. 5 "no," sign and return this verdict. If you answer Question
9 No. 5 "yes," then answer Question No. 6.

10 Question No. 6: Was the Plaintiff reasonably justified in relying upon the promise?

11 Answer "yes" or "no."

12 Answer: _____

13 If you answer Question No. 6 "no," sign and return this verdict. If you answer Question
14 No. 6 "yes," then answer Question No. 7.

15 Question No. 7: Did the Defendants' promise cause Plaintiff damage?

16 Answer "yes" or "no."

17 Answer: _____

18 If you answer Question No. 7 "no," sign and return this verdict. If you answer Question
19 No. 7 "yes," then answer Question No. 8.

20 Question No. 8: What is the total amount of all damage that was suffered by the Plaintiff and
21 that was caused by Plaintiff's reliance upon Defendants' promise?

22 Answer: _____

23 Dated: _____

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Foreperson

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BAJI 16.50.2

Concealment

We, the jury in the above entitled action, find the following special verdict on the following questions submitted to us:

Question No. 1: Did the Defendants conceal or suppress a material fact?

Answer "yes" or "no."

Answer: _____

If you answer Question No. 1 "no," sign and return this verdict. If you answer Question No. 1 "yes," then answer Question No. 2.

Question No. 2: Did the Defendants intentionally conceal or suppress the fact with the intent to defraud the Plaintiff?

Answer "yes" or "no."

Answer: _____

If you answer Question No. 2 "no," sign and return this verdict. If you answer Question No. 2 "yes," then answer Question No. 3.

Question No. 3: Was the Plaintiff aware of the fact at the time Plaintiff acted?

Answer "yes" or "no."

Answer: _____

If you answer Question No. 3 "yes," sign and return this verdict. If you answer Question No. 3 "no," then answer Question No. 4.

Question No. 4: Would Plaintiff have acted in the way Plaintiff acted if Plaintiff had known of the concealed or suppressed fact?

Answer "yes" or "no."

1 Answer: _____

2 If you answer Question No. 4 "yes," sign and return this verdict. If you answer Question
3 No. 4 "no," then answer Question No. 5.

4 Question No. 5: Did Defendants' concealment or suppression of the fact cause Plaintiff
5 damage?
6

7 Answer "yes" or "no."

8 Answer: _____

9 If you answer Question No. 5 "no," sign and return this verdict. If you answer Question
10 No. 5 "yes," then answer Question No. 6.

11 Question No. 6: What is the total amount of all damage that was suffered by the Plaintiff and
12 that was caused by the concealment or suppression of the fact?
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14 Answer: _____

15 Dated: _____

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BAJI 16.50

Intentional Misrepresentation

We, the jury in the above entitled action, find the following special verdict on the following questions submitted to us:

Question No. 1: Did the Defendants make a representation as to a past or existing material fact?

Answer "yes" or "no."

Answer: _____

If you answer Question No. 1 "no," sign and return this verdict. If you answer Question No. 1 "yes," then answer the next question.

Question No. 2: Was the representation false?

Answer "yes" or "no."

Answer: _____

If you answer Question No. 2 "no," sign and return this verdict. If you answer Question No. 2 "yes," then answer Questions 3a and 3b.

Question No. 3a: Did the Defendants know that the representation was false when they made it?

Answer "yes" or "no."

Answer: _____

Question No. 3b: Did the Defendants make the representation recklessly without knowing whether it was true or false?

Answer "yes" or "no."

Answer: _____

1 If you answer Questions 3a and 3b "no," sign and return this verdict. If you answer
2 either Question No. 3a or 3b "yes," then answer the next question.

3 Question No. 4: Did the Defendants make the representation with an intent to defraud the
4 Plaintiff?

5 Answer "yes" or "no."

6 Answer: _____

7
8 If you answer Question No. 4 "no," sign and return this verdict. If you answer Question
9 No. 4 "yes," then answer the next question.

10 Question No. 5: Was the Plaintiff aware of the falsity of the representation?

11 Answer "yes" or "no."

12 Answer: _____

13
14 If you answer Question No. 5 "yes," sign and return this verdict. If you answer Question
15 No. 5 "no," then answer the next question.

16 Question No. 6: Did the Plaintiff act in reliance upon the truth of the representation?

17 Answer "yes" or "no."

18 Answer: _____

19
20 If you answer Question No. 6 "no," sign and return this verdict. If you answer Question
21 No. 6 "yes," then answer the next question.

22 Question No. 7: Was the Plaintiff justified in relying upon the representation?

23 Answer "yes" or "no."

24 Answer: _____

25
26 If you answer Question No. 7 "no," sign and return this verdict. If you answer Question
27 No. 7 "yes," then answer the next question.

1 Question No. 8: Did Defendants' misrepresentation cause Plaintiff damage?

2 Answer "yes" or "no."

3 Answer: _____

4 If you answer Question No. 8 "no," sign and return this verdict. If you answer Question
5 No. 8 "yes," then answer the next question.

6 Question No. 9: What is the total amount of all damage that was suffered by the Plaintiff and
7 that was caused by the reliance upon the truth of the representation?

8 Answer: _____

9 Dated: _____

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VF-3902

Punitive Damages – Entity Defendant

We answer the questions submitted to us as follows:

1. Was the conduct constituting malice, oppression, or fraud committed by one or more officers, directors, or managing agents of Defendants acting in a corporate capacity?

_____ Yes _____ No

If your answer to question 1 is yes, then answer question 2. If you answered no, stop here, answer no further questions, and have the presiding juror sign and date this form.

2. What amount of punitive damages, if any, do you award Roots? _____

Signed: _____
Presiding Juror

Dated: _____

Quantum Meruit

We, the jury in the above entitled action, find the following special verdict on the following questions submitted to us:

Question No. 1: Did Gap request, by words or conduct, that Roots perform services for the benefit of Gap?

Answer "yes" or "no."

Answer: _____

If you answer Question No. 1 "no," sign and return this verdict. If you answer Question No. 1 "yes," then answer Question No. 2.

Question No. 2: Did Roots perform the services as requested?

Answer "yes" or "no."

Answer: _____

If you answer Question No. 2 "no," sign and return this verdict. If you answer Question No. 2 "yes," then answer Question No. 3.

Question No. 3: Did Gap pay Roots for the services rendered?

Answer "yes" or "no."

Answer: _____

If you answer Question No. 3 "yes," sign and return this verdict. If you answer Question No. 3 "no," then answer Question No. 4.

Question No. 4: What is the reasonable value of the services rendered by Roots for the benefit of Gap?

Answer: _____

Dated: _____

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Foreperson

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Dated: September 17, 2008

/s/
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*Attorneys for Plaintiff Roots Ready Made
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EXHIBIT B

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8 LLC

9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION
12

13 ROOTS READY MADE GARMENTS CO.
W.L.L.,

14 Plaintiff,

15 v.

16 THE GAP, INC., a/k/a, GAP, INC., GAP
17 INTERNATIONAL SALES, INC., BANANA
REPUBLIC, LLC, AND OLD NAVY, LLC

18 Defendants.
19

Case No. C 07-03363 CRB

**DEFENDANTS' PROPOSED SPECIAL
VERDICT FORM**

Date: September 26, 2008
Time: 2:30 p.m.
Dept: 8
Judge: Honorable Charles R. Breyer

Trial Date: October 6, 2008

1 We the jury answer the questions submitted to us as follows:

2 I. Fraud

3 1) Did Gap promise to make Roots a Gap franchisee if Gap pursued a franchise model in the
4 Middle East?

5 Yes _____ No _____

6 If you answered yes, go on to the next question. If you answered no, stop here, answer
7 no further questions, and have the presiding juror sign and date the end of this form.

8 2) Did Gap intend to perform this promise when it made it?

9 Yes _____ No _____

10 If you answered no, go on to the next question. If you answered yes, then skip to
11 question 7.

12 3) Did Gap intend that Roots rely on this promise?

13 Yes _____ No _____

14 If you answered yes, go on to the next question. If you answered no, then skip to
15 question 7.

16 4) Did Roots reasonably rely on this promise?

17 Yes _____ No _____

18 If you answered yes, go on to the next question. If you answered no, then skip to
19 question 7.

20 5) Was Roots' reliance on Gap's promise a substantial factor in causing harm to Roots?

21 Yes _____ No _____

22 If you answered yes, go on to the next question. If you answered no, then skip to
23 question 7.

24 6) What amount did Roots reasonably spend in reliance on Gap's promise?

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1 **II. Quantum Meruit/Quasi-Contract**

2 *To be offered only if the Court determines that Roots can present a claim for quantum*
 3 *meruit or quasi-contract to the jury; for the reasons stated in Gap's trial brief, it should not.*

4 7) Did Gap promise to make Roots a Gap franchisee if Gap pursued a franchise model in the
 5 Middle East?

6 Yes _____ No _____

7 If you answered yes, go on to the next question. If you answered no, stop here, answer
 8 no further questions, and have the presiding juror sign and date the end of this form.

9 8) Did Gap ask Roots to perform services in connection with its promise to make Roots its
 10 franchisee?

11 Yes _____ No _____

12 If you answered yes, go on to the next question. If you answered no, stop here, answer
 13 no further questions, and have the presiding juror sign and date the end of this form.

14 9) Did Roots perform the services that Gap requested?

15 Yes _____ No _____

16 If you answered yes, go on to the next question. If you answered no, stop here, answer
 17 no further questions, and have the presiding juror sign and date the end of this form.

18 10) Did Gap received a benefit from the services that Roots provided?

19 Yes _____ No _____

20 If you answered yes, go on to the next question. If you answered no, stop here, answer
 21 no further questions, and have the presiding juror sign and date the end of this form.

22 11) Did Roots reasonably expect to be compensated for the services it provided to Gap?

23 Yes _____ No _____

24 If you answered yes, go on to the next question. If you answered no, stop here, answer
 25 no further questions, and have the presiding juror sign and date the end of this form.

26 12) Did Roots perform the services for Gap after June 25, 2005?

27 Yes _____ No _____

28 If you answered yes, go on to the next question. If you answered no, stop here, answer

1 no further questions, and have the presiding juror sign and date the end of this form.

2 13) What is the reasonable value of the services that Roots provided to Gap? In answering
3 this question, remember that the same damages that resulted from these claims can be awarded
4 only once.

5 _____

6 14) Did Gap act with malice, oppression, or fraud in promising to make Roots a Gap
7 franchisee?

8 Yes _____ No _____

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10 Have the presiding juror sign and date this form and provide it to the [clerk/bailiff/marshal].

11

12 Date: _____ Presiding Juror

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Respectfully Submitted,

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Dated: September 17, 2008

KEKER & VAN NEST, LLP

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By: /s/ Daralyn J. Durie

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DARALYN J. DURIE
Attorneys for Defendants
GAP INTERNATIONAL SALES, INC.,
THE GAP, INC., BANANA REPUBLIC,
LLC, and OLD NAVY, LLC

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EXHIBIT C

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SALES, INC., BANANA REPUBLIC, LLC, AND OLD NAVY,
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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION
12

13 ROOTS READY MADE GARMENTS CO.
W.L.L.,

14 Plaintiff,

15 v.

16 THE GAP, INC., a/k/a, GAP, INC., GAP
17 INTERNATIONAL SALES, INC., BANANA
REPUBLIC, LLC, AND OLD NAVY, LLC

18 Defendants.
19

Case No. C 07-03363 CRB

**DEFENDANTS' PROPOSED SPECIAL
VERDICT FORM FOR PUNITIVE
DAMAGES**

Date: September 26, 2008
Time: 2:30 p.m.
Dept: 8
Judge: Honorable Charles R. Breyer

Trial Date: October 6, 2008

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I. Punitive Damages

We the jury answer the question submitted to us as follows:

- 1) What amount of punitive damages, if any, do you award Roots?

Have the presiding juror sign and date this form and provide it to the [clerk/bailiff/marshal].

Date: _____

Presiding Juror